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9      Attorneys for Defendant EVOLVE BANK & TRUST

10     **IN THE UNITED STATES DISTRICT COURT  
 11     FOR THE NORTHERN DISTRICT OF CALIFORNIA**

12     BYTECHIP, LLC d/b/a QBIT, a Delaware 13     limited liability company,	13     ) <b>Case No. 24-cv-01226-LB</b> 14     ) 15     ) 16     Plaintiff,	16     ) 17     ) 18     ) 19     ) 20     ) 21     ) 22     ) 23     ) 24     )
vs.		16     ) 17     ) 18     ) 19     ) 20     ) 21     ) 22     ) 23     ) 24     )
SOLID FINANCIAL TECHNOLOGIES, INC., a Delaware corporation; EVOLVE BANK & TRUST, an Arkansas corporation; and DOES 1-10, inclusive,		16     ) 17     ) 18     ) 19     ) 20     ) 21     ) 22     ) 23     ) 24     )
Defendants.		16     ) 17     ) 18     ) 19     ) 20     ) 21     ) 22     ) 23     ) 24     )

16     )   **DECLARATION OF MARGARET  
 17     GIBSON EVERETT IN SUPPORT OF  
 18     DEFENDANTS SOLID FINANCIAL  
 19     TECHNOLOGIES, INC. AND EVOLVE  
 20     BANK & TRUST'S NOTICE OF MOTION  
 21     AND MOTION TO TRANSFER VENUE**  
 22     )  
 23     )  
 24     )

16     )   *[Filed concurrently with: (1) Defendants Solid  
 17     Financial Technologies, Inc. and Evolve Bank  
 18     & Trust's Notice of Motion and Motion to  
 19     Transfer Venue; (2) Request for Judicial  
 20     Notice]*  
 21     )  
 22     )  
 23     )  
 24     )

16     )   Date:       July 18, 2024  
 17     )   Time:       10:00 a.m.  
 18     )   Courtroom: 11—19<sup>th</sup> Floor  
 19     )   Judge:       Hon. James Donato  
 20     )  
 21     )  
 22     )  
 23     )  
 24     )

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## **DECLARATION OF MARGARET GIBSON EVERETT**

I, MARGARET GIBSON EVERETT, declare as follows:

1. I am over the age of 18 years and have personal knowledge of the facts contained in this declaration, and if called upon to testify, I could and would testify competently as to the truth of facts stated herein.

2. I am the Assistant Vice President, Legal Operations Administrator, and Assistant Corporate Secretary of Defendant EVOLVE BANK & TRUST (“Evolve”).

3. I make this declaration in my capacity as the Assistant Corporate Secretary of Evolve.

4. Evolve is an Arkansas State-Chartered Bank and a member of the Federal Reserve System with its operational headquarters located in Memphis, Tennessee.

5. Evolve and Defendant SOLID FINANCIAL TECHNOLOGIES, INC. (“Solid”) entered into a Master Bank Services Agreement on or around June 21, 2021 (the “MBSA”). Under Section 43(a) of the MBSA, Evolve and Solid agreed that the MBSA would be governed by and construed in accordance with the laws of the State of Tennessee and agreed to submit to the jurisdiction of the courts of the State of Tennessee. *Attached hereto as Exhibit “A” is a true and correct copy of the MBSA entered on or around June 21, 2021.*

I declare under the penalty of perjury under the laws of the State of California and the United States of America, that the foregoing is true and correct, and that this declaration was executed on this 4th day of June 2024, at Memphis, Tennessee.

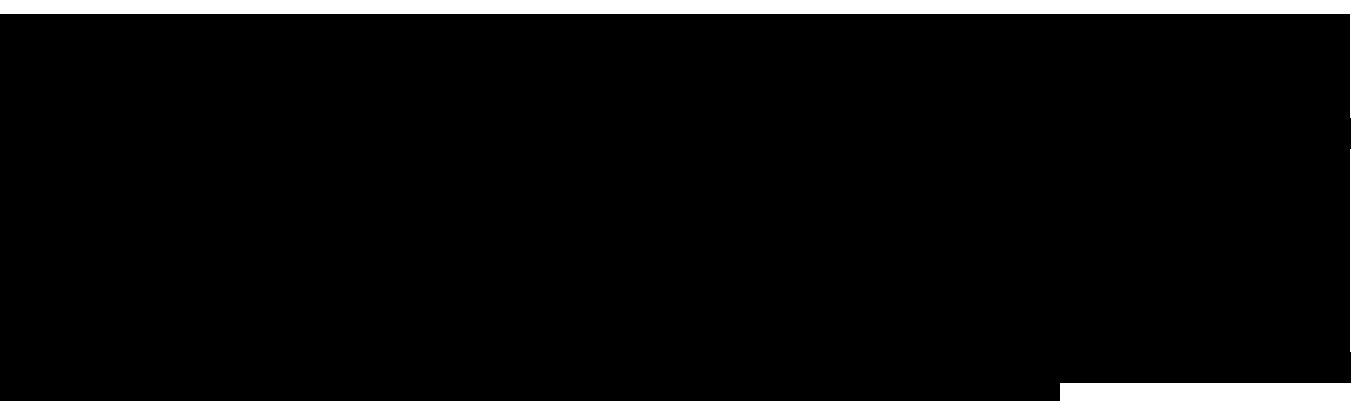
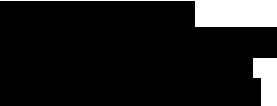
Margaret Gibson Everett

# Exhibit A

**MASTER BANK SERVICES AGREEMENT****Cover Page**

7/14/2021 | 6:49:39 CDT

This Master Bank Services Agreement ("Agreement") is entered into as of the \_\_\_\_\_ ("Effective Date") by and between Evolve Bank & Trust, an Arkansas state bank, ("Bank") and Solid Financial Technologies, Inc., a Delaware corporation ("Company"). For purposes of this Agreement, Bank and Company each may be referred to individually as a "Party" and together as the "Parties."



Date.

Bank DocuSigned by: Scot Lenoir  
By:  7EAD05C8CBE84DE...

Name: Scot Lenoir  
Title: Chairman  
Date: 7/14/2021 | 6:49:39 CDT

Com DocuSigned by: Raghav Lal  
By:  96BAE39D8F134EA...

Name: Raghav Lal  
Title: President  
Date: 7/8/2021 | 11:32:06 CDT

































































43.

Governing Law; Waiver of Jury Trial; Dispute Resolution and Arbitration.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law provisions. Each Party hereby submits to the jurisdiction of the courts of Tennessee, and (subject to Bank's reservation of preemption rights herein).















































































**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on June 5, 2024, all counsel of record who are deemed to have consented to electronic service are being served with a copy of the foregoing documents via the Court's CM/ECF system.

Executed on June 5, 2024 at Irvine, California.

/s/ Emin Avakian  
Emin Avakian